

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

DAVID T. and LELAND J.

BARCHANOWICZ,

Plaintiffs,

v.

FREIGHTLINER TRUCKS OF DOTHAN,

INC., DAIMLERCHRYSLER SERVICES

NORTH AMERICA LLC, et al.,

Defendants.

CASE NO. 1:05-CV-1232

**JOINT NOTICE OF ARBITRATION AGREEMENT AND
MOTION TO STAY PROCEEDINGS**

COME NOW David T. Barchanowicz and Leland J. Barchanowicz (the “Plaintiffs”), DaimlerChrysler Financial Services Americas LLC f/k/a DaimlerChrysler Services North America LLC (“DFS”), and Commercial Recovery Systems, Inc. (“CRS”) and jointly notifies this Court that they have agreed to a post-dispute arbitration agreement that is separate and distinct from the pre-dispute arbitration agreement at issue in this case. These movants also jointly request that this Court stay the proceedings in this case pending the arbitration of this dispute. In support thereof, these Movants represent unto this Court as follows:

1. On or about January 31, 2006, this Court entered a Uniform Scheduling Order setting out various discovery deadlines and setting this case for trial on January 8, 2007.
2. On or about May 1, 2006, DFS filed a Motion to Compel Arbitration.
3. That Motion to Compel Arbitration is still pending before this Court.

4. Although the Plaintiffs continue to contest the merits of DFS's Motion to Compel Arbitration, the parties have successfully negotiated an alternative post-dispute agreement to arbitrate the claims at issue in this case.

5. Specifically, the parties have agreed to arbitrate this case before an attorney that is mutually acceptable to and agreed upon by all parties. The parties have agreed that the arbitration will take place in either Birmingham or Montgomery. The parties have agreed that the arbitrator will conduct the arbitration utilizing the Federal Rules of Evidence and the Federal Rules of Civil Procedure. The parties have agreed that the arbitrator will issue a binding and enforceable decision that will be rendered in written and reasoned opinion that includes findings of fact and conclusions of law. The parties have also agreed to split the cost of the arbitrator equally, with each party bearing one-third of the cost of the arbitrator.

6. Because the parties have agreed to the post-dispute arbitration agreement set out above, these Movants jointly request that this Court stay the proceedings in this case until such time as the arbitration is completed.

s/ C. Lee Reeves
Anthony R. Smith
Attorneys for Defendant
DaimlerChrysler Financial Services
Americas LLC

OF COUNSEL:

SIROTE & PERMUTT, P.C.
2311 Highland Avenue South
Post Office Box 55727
Birmingham, AL 35255-5727
Tel.: (205) 930-5100
Fax: (205) 930-5335

s/ Anil A. Mujumdar
W. Todd Harvey
Attorneys for the Plaintiffs

OF COUNSEL:

Whatley Drake & Kallas, L.L.C.
2323 2nd Avenue North
Birmingham, AL 35203
Tel.: (205) 328-9576
Fax: (205) 328-9669

OF COUNSEL:

Gregory B. McCain
Law Offices of Gregory B. McCain, P.C.
204 North Lena Street
P.O. Box 1331
Dothan, AL 36302
Tel.: (334) 673-8522
Fax: (334) 673-1422

s/ Justin G. Williams
Attorney for Defendant
Commercial Recovery Systems, Inc.

OF COUNSEL:

Tanner & Guin LLC
2711 University Blvd.
P.O. Box 3206
Tuscaloosa, AL 35403-3206
Tel.: (205) 633-0200
Fax: (205) 633-0290